

Terms of Grant Assistance for American Rescue Plan Act Funding through the City of Salem

The Terms of the Agreement for Grant Assistance between the City of Salem, MA (hereinafter called the "Grantee") and the recipient of funding through the City of Salem Office of Recovery (hereinafter called the "Recipient") are set forth herein.

WHEREAS, the Grantee has applied for and funds from the City of Salem provided under the American Rescue Plan Act (ARPA); and

WHEREAS, the Grantee wishes to provide grant funds to assist the Recipient advance the goals of the Act, as well as the response and recovery goals of the City of Salem; and

WHEREAS, the Grantee has developed grant programs that meet the criteria of ARPA and that fit with these goals; and

WHEREAS, the Grantee has reviewed and approved the application of the Recipient and determined that the application meets or exceeds these goals and requirements.

NOW, THEREFORE, by accepting the funds from the Grantee, the Recipient agrees that:

I. SCOPE OF SERVICE

The Recipient will be responsible for the use of grant funds in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Recipients shall be required to maintain adequate records of all expenditures made from grant proceeds and make such records available to the Grantee for inspection at the Grantee's request.

II. TIME OF PERFORMANCE

The term of performance is detailed in the Recipient's Grant Award Letter, hereinafter the "Award Letter," dated [MONTH], [DAY] 2022 and described in Section V "Special Program Conditions" contained herein.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this grant award shall not exceed the amount in the Award Letter.

IV. SPECIAL TERMS & CONDITIONS

Grant Program: **City of Salem Festival and Special Event Support Program**

Program Purpose: **Financial support for eligible entities that organize and hold festivals and special events programming in the City of Salem, and that have suffered an economic impact as the result of the COVID-19 pandemic.**

Grantee Representatives: **Dave Rodrigues; Director, Recovery Strategy and Initiatives, City of Salem**
Email: drodrigues@salem.com

Nick Downing; Federal Funds Manager, City of Salem
Email: ndowning@salem.com

The Recipient agrees to comply with the requirements of the provisions of the American Rescue Plan Act and the guidelines of the grant program as established by the City of Salem.

The funds shall only be used for the purposes outlined in the program guidelines and application as established by the City of Salem; the use of grant funds for the payment of local, state, or federal taxes, permits, and license fees owed, or repayment of any previous federal or local grants/loans owed is expressly prohibited.

V. SPECIAL PROGRAM CONDITIONS

A. Eligible Entities

The City of Salem expressly recognizes that entities and organizations that host, organize, and hold festivals and special events in the City are critical to the tourism, travel, and hospitality industry and were significantly and adversely affected as the result of the Covid-19 pandemic and associated economic impacts. The City of Salem, by awarding this grant, determines that The Recipient meets the criteria as an entity or organization part of the impacted tourism, travel, or hospitality industry.

Eligible entities include, but are not limited to, nonprofit entities, community groups, governmental organizations, or other entities as determined by the City of Salem.

B. Program Eligibility

Program eligibility shall be determined at the sole discretion of the City of Salem based on the following factors: (1) positive impact of the festival or special event on the City of Salem; (2) significance of impact on the entity or organization as the result of the Covid-19 pandemic; (3) demonstrated economic and/or financial need; (4) demonstrated past success of the festival or special event as held in previous years; (5) other factors as deemed relevant by the City of Salem.

The City of Salem expressly reserves the right to request additional information from applicants in making a determination of eligibility.

All festivals or special event applying for funding must take place before September 15, 2022 in order to be eligible for this program.

C. Reporting

The Recipient agrees to submit a report, within ninety (90) days following the festival or special event to the City of Salem detailing (1) the number of estimated attendees at the festival or special event; (2) the estimated impact that the Covid-19 pandemic had on the festival or special event, either by way of decreased sponsorships, increased costs, mitigation measures, or other impacts; or (3) any other information required by the City of Salem.

V. GENERAL CONDITIONS

A. General Compliance

The Recipient agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this award is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance to the Recipient for any services rendered or payments made using grant funds.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's use of grant funds.

D. Amendments

Grantee or Recipient may amend this award at any time provided that such amendments make specific reference to these terms.

Such amendments shall not invalidate the award, nor relieve or release Grantee or Recipient from its obligations under these terms.

Grantee may, in its discretion, amend this award to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this award, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

E. Suspension or Termination

Suspension or termination may occur if the Recipient materially fails to comply with any term of the award, and that the award may be terminated for convenience at the Grantee's sole discretion. In the event of termination for material failure to comply, the Grantee may declare the Recipient ineligible for any further participation in grant programs offered by the City of Salem, in addition to other remedies as allowed by law, including but not limited to the return of any and all funds provided to the Recipient as described in the award letter.

In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold grant funds until such time as the Recipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance.

VI. ADMINISTRATIVE REQUIREMENTS

A. General

1. Retention

The Recipient shall retain all records pertinent to expenditures incurred under this award for a period of four (4) years after the termination of all activities funded under this award, or after the resolution of any Federal audit findings, whichever occurs later.

2. Close-Outs

Recipient obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the Grantee), and determining the custodianship of records.

3. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required as part of the grant program and described within the Award Letter. Substandard performance as determined at the sole discretion of the Grantee will constitute material failure to comply.

If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, the award will be terminated or suspended after notice to the Recipient.

4. Audits & Inspections

All Recipient records with respect to any matters covered by this award shall be made available to the Grantee, grantor agency, their designees, or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this award.

B. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this award without the prior written consent of the Grantee.

2. Political Activities

These funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility assisted by these funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

3. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

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